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Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

RAVINDRA NANDA, a Connecticut resident,

Plaintiff,

v.

WORLD CLASS TECHNOLOGY CORP., an

Oregon corporation; and **ORTHO CLASSIC**,

INC., a Nevada corporation,

Defendants.

No.

COMPLAINT

Action for Breach of Contract and Unjust Enrichment

28 U.S.C. § 1332

JURY TRIAL REQUESTED

CV'07-1461-HA

Plaintiff alleges:

I. PARTIES

1. Dr. Ravindra Nanda, B.D.S., M.D.S., Ph.D., is an internationally acclaimed expert in orthodontics and is the author of numerous publications and orthodontics textbooks. He is a Connecticut resident.

2. Defendant World Class Technologies Corp. ("WCT") is an Oregon corporation with its principal place of business in McMinnville, Oregon. WCT manufactures and sells metal injection molding products used primarily in orthodontics, such as brackets, buccal tubes, and lingual buttons.

3. Ortho Classic, Inc. ("OCI") is a Nevada corporation that is also involved in the orthodontics industry. Upon information and belief, OCI and WCT have common ownership

and management. Rolf Hagelganz is, or purports to be, the president of both corporations. OCI and WCT have formed a partnership or joint venture for the purpose of manufacturing and marketing orthodontics products. OCI is essentially the marketing arm of WCT.

II. JURISDICTION AND VENUE

4. This is a complaint for breach of contract and unjust enrichment. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332.

5. Venue is proper in this Court under 28 U.S.C. § 1391(a).

III. RELEVANT FACTS

6. On December 20, 2006, Dr. Nanda entered into a consulting agreement with WCT and OCI to help them develop and market orthodontics products worldwide (the "Contract"). The contract is for a 5-year term, beginning January 1, 2007. Under the terms of the contract, the defendants agreed to pay Dr. Nanda annual compensation of \$150,000 in the first year, \$200,000 the second year, and \$220,000 in the third year, with 5 percent increases each year thereafter. WCT and OCI are required to pay Dr. Nanda his annual compensation on a monthly basis, by no later than the 15th of each month. In addition, the defendants agreed to pay Dr. Nanda, on a quarterly basis, commissions of 5 percent on gross sales of specified WCT-manufactured products. A copy of the Contract is attached as Exhibit 1 and incorporated herein by reference.

7. Dr. Nanda has at all times fully and adequately performed all of the consulting and other services that he is obligated to perform for WCT and OCI under the terms of the Contract.

8. Despite demand, the defendants have failed and refused to pay Dr. Nanda his compensation of \$12,500 per month for July, August, and September 2007.

9. Furthermore, despite demand, the defendants have failed and refused to pay Dr. Nanda any of the commissions he has earned through the sale of the designated WCT products. Upon information and belief, the defendants owe Dr. Nanda approximately \$250,000 in earned but unpaid commissions for the first three quarters of 2007. Dr. Nanda is entitled to pre-

judgment interest at the statutory rate for these earned but unpaid compensation and commissions.

10. The defendants do not contend that Dr. Nanda has breached the Contract or otherwise has failed to earn the commissions and compensation that are unpaid. To the contrary, when Dr. Nanda has demanded payment, the defendants have acknowledged their debt, but have pleaded that they are simply unable to pay.

FIRST CAUSE OF ACTION: BREACH OF CONTRACT

11. Dr. Nanda realleges and incorporates by this reference the allegations in paragraphs 1 through 10, above.

12. The defendants have materially breached the Contract by failing to pay Dr. Nanda the compensation and commissions to which he is entitled under the Contract. As a result, Dr. Nanda is entitled to declare the contract terminated and recover damages for the defendants' breach.

13. As a result of the defendants' breach, Dr. Nanda is entitled to damages of \$968,500 for past and future annual compensation under the Contract, plus at least \$2 million in past and future commissions, and \$100,000 in honoraria for worldwide speaking engagements on behalf of the defendants.

SECOND CAUSE OF ACTION: UNJUST ENRICHMENT

14. Dr. Nanda realleges and incorporates by this reference the allegations in paragraphs 1 through 10, above.

15. Dr. Nanda has performed services for the defendants that are worth an agreed amount of at least \$287,500. The defendants have accepted the benefit of those services but have failed and refused to pay Dr. Nanda for those services.

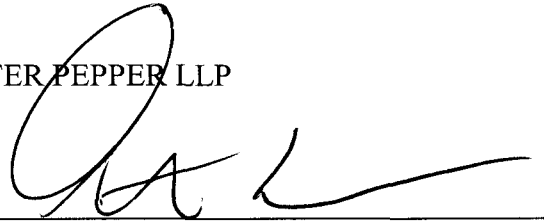
PRAYER FOR RELIEF

WHEREFORE, Dr. Nanda prays for relief as follows:

1. For a judgment on its first cause of action against the defendants, jointly and severally, in the amount of at least \$3,068,500.00, plus pre and post-judgment interest at the statutory rate;
2. For a judgment on its second cause of action against the defendants, jointly and severally, in the amount of \$287,500.00, plus pre and post judgment interest at the statutory rate;
3. For an award of Dr. Nanda's costs and disbursements in this action;
4. For leave to conform the pleadings to the proof presented at trial; and
5. For such other and further relief as the Court deems just and equitable.

DATED this 28th day of September, 2007.

FOSTER PEPPER LLP

A handwritten signature in black ink, appearing to read 'C. Mann', is written over a horizontal line.

Carter M. Mann, OSB #960890
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Attorneys for Plaintiff Ravindra Nanda

World Class TECHNOLOGY™

MIM Specialists
Cost Analysis • Part & Tool Design • Controls-Parameters

CONFIDENTIAL

Consulting Agreement

Employer: World Class Technology

Offer to: Dr. Ravindra Nanda

World Class Technology would like to offer Dr. Ravindra Nanda the position of Consultant for WCT and their partner corporation, Ortho Classic. Dr. Nanda will help WCT evaluate new products developed by WCT as well as recruit champion speakers in the US and abroad to promote company products. Dr. Nanda will assist WCT in any way possible for future growth of the company. WCT will be the exclusive retail orthodontic company that Dr. Nanda will have an ongoing consulting relationship with. Dr. Nanda will work directly in cooperation with WCT's president, Mr. Rolf Hagelanz.

World Class Technology offers:

- Duration of this consulting agreement is 5 years.
- Consulting contract will commence on January 1, 2007.
- Annual compensation will be as follows, first year: \$150,000.00. Second year: \$200,000.00. Third year \$220,000.00 and 5% increase per year for the remaining 2 years. Annual compensation will be paid in 12 equal monthly installments paid by 15th of each month. Compensation will begin on the 15th of the month following the initial start date.
- 5% commission of gross sales (revenue generated from sales without regard for overhead allocations, cost of sales or any related expenses) of Carriere SLB, Carriere lingual brackets and any other self ligating brackets WCT may market under the umbrella of Ortho Classic or another wholly owned entity during the duration of this contract (this excludes any self ligating brackets WCT may manufacture for other orthodontic retail organizations). This commission will be paid quarterly prior to the end of the month following the quarter.
- \$5,000.00 honorarium per day for courses outside the country. It is understood that WCT's obligation will be to pay for one day's honorarium unless more than one course is being given during the foreign trip.
- WCT will support speaking engagements in US as well as in foreign countries where organizers may ask for WCT's sponsorship.
- Expenses incurred while on business for WCT or its' partner Corporation, Ortho Classic will be paid for or reimbursed by WCT.
- WCT must be previously notified of all travel arrangements made by Dr. Nanda.

EXHIBIT 1

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World ClassTM

TECHNOLOGY

MIM Specialists

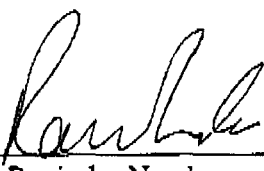
Cost Analysis • Part & Tool Design • Controls-Parameters

- Dr. Nanda must share his business schedule with Rolf Hagelganz on a monthly, annual or on an "as needed" basis.
- International flights will be reserved as Business Class.
- In the event that WCT is sold to another entity, Dr. Nanda will be paid no less than two (2) years of this contract. In the event this occurs after the third year Then Dr. Nanda will be due his remaining contract.
- In the event of a catastrophic illness, injury or incapacity of any kind which prevents Dr. Nanda from performing his duties as Ambassador to WCT for a sustained period of time, WCT will pay up to a maximum of three (3) months of paid leave to Dr. Nanda according to his rate of pay at the time of onset of incapacity. If unable to return to work at the end of the third month of paid leave, pay will be suspended until work is resumed.

It is understood that for the purposes of this consulting agreement Dr. Nanda is not acting as a State of Connecticut employee while performing the consulting activity and is not covered by any State liability protection. Additionally, at no time can WCT use University of Connecticut name while referencing Dr. Nanda's association with it or any of its entities.

All information in this offer is to stay confidential. Continued contract may be renegotiated three months prior to the end of this 5 year contract.

If the terms in this contract are agreeable and acceptable to both parties, this form must be signed by each representative and dated, in order for this contract to become binding.


Dr. Ravindra Nanda 12/20/06 Date

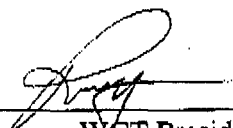

WCT President 12/20/06 Date
Rolf Hagelganz

EXHIBIT 1
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